

Matthew I. Knepper, Esq.  
Nevada Bar No. 12796  
Miles N. Clark, Esq.  
Nevada Bar No. 13848  
Shaina R. Plaksin, Esq.  
Nevada Bar No. 13935  
KNEPPER & CLARK LLC  
10040 W. Cheyenne Ave., Suite 170-109  
Las Vegas, NV 89129  
Phone: (702) 825-6060  
Fax: (702) 447-8048  
Email: matthew.knepper@knepperclark.com  
Email: miles.clark@knepperclark.com  
Email: Shaina.plaksin@knepperclark.com

David H. Krieger, Esq.  
Nevada Bar No. 9086  
HAINES & KRIEGER, LLC  
8985 S. Eastern Ave., Suite 350  
Henderson, NV 89123  
Phone: (702) 880-5554  
Fax: (702) 385-5518  
Email: dkrieger@hainesandkrieger.com

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

MONIKA CASTRONOVA,  
Plaintiff,

vs.

CREDIT ONE BANK; PENNYMAC LOAN  
SERVICES LLC; WELLS FARGO DEALER  
SERVICES; EXPERIAN INFORMATION  
SOLUTIONS, INC.; EQUIFAX  
INFORMATION SERVICES LLC; and TRANS  
UNION LLC,  
Defendants.

Case No.: 2:18-cv-01786-RFB-PAL

**STIPULATED  
PROTECTIVE ORDER**

1 IT IS HEREBY STIPULATED by and between Plaintiff Monika Castronova ("Plaintiff")  
2 and Defendant(s) Wells Fargo Dealer Services ("Wells Fargo"); Experian Information Solutions,  
3 Inc., ("Experian"); and Trans Union LLC ("Trans Union") (collectively, the "Parties"), by and  
4 through their counsel of record, as follows:

5 WHEREAS, documents and information have been and may be sought, produced or  
6 exhibited by and among the parties to this action relating to trade secrets, confidential research,  
7 development, technology or other proprietary information belonging to the defendants and/or  
8 personal income, credit and other confidential information of Plaintiff.

9  
10 THEREFORE, an Order of this Court protecting such confidential information shall be and  
11 hereby is made by this Court on the following terms:

12 1. This Order shall govern the use, handling and disclosure of all documents,  
13 testimony or information produced or given in this action which are designated to be subject to  
14 this Order in accordance with the terms hereof.

15 2. Any party or non-party producing or filing documents or other materials in this  
16 action may designate such materials and the information contained therein subject to this Order by  
17 typing or stamping on the front of the document, or on the portion(s) of the document for which  
18 confidential treatment is designated, "Confidential."

19 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers  
20 to be filed with the Court incorporate documents or information subject to this Order, the party  
21 filing such papers shall designate such materials, or portions thereof, as "Confidential," and shall  
22 file them with the clerk under seal; provided, however, that a copy of such filing having the  
23 confidential information deleted therefrom may be made part of the public record. Any party filing  
24 any document under seal must comply with the requirements of Local Rules.

25 4. All documents, transcripts, or other materials subject to this Order, and all  
26 information derived therefrom (including, but not limited to, all testimony, deposition, or  
27 otherwise, that refers, reflects or otherwise discusses any information designated Confidential  
28

hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff, COB, Wells Fargo, Experian, Equifax and Trans Union for commercial or competitive purposes or for any purpose whatsoever other than solely for the preparation and trial of this action in accordance with the provisions of this Order.

5. All depositions or portions of depositions taken in this action that contain confidential information may be designated as “Confidential” and thereby obtain the protections accorded other confidential information. The parties shall have twenty-one (21) days from the date a deposition is taken, or fourteen (14) days from the date a deposition transcript is received, whichever date is greater, to serve a notice to all parties designating portions as “Confidential.” Until such time, all deposition testimony shall be treated as confidential information. To the extent any designations are made on the record during the deposition, the designating party need not serve a notice re-designating those portions of the transcript as confidential information. Any party may challenge any such designation in accordance with Paragraph 13 of this Order.

6. Except with the prior written consent of the individual or entity designating a document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any document, transcript or pleading given “Confidential” treatment under this Order, and any information contained in, or derived from any such materials (including but not limited to, all deposition testimony that refers, reflects or otherwise discusses any information designated confidential hereunder) may not be disclosed other than in accordance with this Order and may not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation; (c) counsel for the parties, whether retained counsel or in-house counsel and employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need to know such information; (e) present or former employees of the producing party in connection with their depositions in this action (provided that no former employees shall be shown documents prepared after the date of his or her departure); and (f) experts specifically retained as consultants or experts.

1 witnesses in connection with this litigation.

2 7. Documents produced pursuant to this Order shall not be made available to any  
3 person designated in Subparagraph 6 (f) unless he or she shall have first read this Order, agreed to  
4 be bound by its terms, and signed the attached Declaration of Compliance.

5 8. Third parties who are the subject of discovery requests, subpoenas or depositions  
6 in this case may take advantage of the provisions of this Protective Order by providing the parties  
7 with written notice that they intend to comply with and be bound by the terms of this Protective  
8 Order.

9 9. All persons receiving any or all documents produced pursuant to this Order shall  
10 be advised of their confidential nature. All persons to whom confidential information and/or  
11 documents are disclosed are hereby enjoined from disclosing same to any person except as  
12 provided herein and are further enjoined from using same except in the preparation for and trial of  
13 the above-captioned action between the named parties thereto. No person receiving or reviewing  
14 such confidential documents, information or transcript shall disseminate or disclose them to any  
15 person other than those described above in Paragraph 6 and for the purposes specified, and in no  
16 event, shall such person make any other use of such document or transcript.

17 10. Nothing in this Order shall prevent a party from using at trial any information or  
18 materials designated "Confidential."

19 11. This Order has been agreed to by the parties to facilitate discovery and the  
20 production of relevant evidence in this action. Neither the entry of this Order, nor the designation  
21 of any information, document, or the like as "Confidential," nor the failure to make such  
22 designation, shall constitute evidence with respect to any issue in this action.

23 12. Inadvertent failure to designate any document, transcript, or other materials  
24 "Confidential" will not constitute a waiver of an otherwise valid claim of confidentiality pursuant  
25 to this Order, so long as a claim of confidentiality is promptly asserted after discovery of the  
26 inadvertent failure. If a party designates a document as "Confidential" after it was initially  
27

1 produced, the receiving party, on notification of the designation, must make a reasonable effort to  
2 assure that the document is treated in accordance with the provisions of this Order, and upon  
3 request from the producing party certify that the designated documents have been maintained as  
4 confidential information.

5 13. If any party objects to any designation of any materials as “Confidential,” the  
6 parties shall attempt in good faith to resolve such objection by agreement. If the parties cannot  
7 resolve their objections by agreement, the party objecting to the designation may seek the  
8 assistance of the Court. A party shall have thirty (30) days from the time a “Confidential”  
9 designation is made to challenge the propriety of the designation. Until an objection has been  
10 resolved by agreement of counsel or by order of the Court, the materials shall be treated as  
11 Confidential and subject to this Order.

12 14. Within sixty (60) days after the final termination of this litigation, all documents,  
13 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any  
14 extracts, summaries or compilations taken therefrom, but excluding any materials which in the  
15 good faith judgment of counsel are work product materials, shall be returned to the Producing  
16 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.

17 15. **The designating party shall have the burden of proving that any document**  
18 **designated as CONFIDENTIAL is entitled to such protection.**

19 16. Nothing herein shall affect or restrict the rights of any party with respect to its own  
20 documents or to the information obtained or developed independently of documents, transcripts  
21 and materials afforded confidential treatment pursuant to this Order.

22 17. The Court retains the right to allow disclosure of any subject covered by this  
23 stipulation or to modify this stipulation at any time in the interest of justice.

24  
25  
26 ///

**IT IS SO STIPULATED.**

Dated November 7, 2018

**KNEPPER & CLARK LLC**/s/ Shaina R. Plaksin

Matthew I. Knepper, Esq.  
 Nevada Bar No. 12796  
 Miles N. Clark, Esq.  
 Nevada Bar No. 13848  
 Shaina R. Plaksin, Esq.  
 Nevada Bar No. 13935  
 10040 W. Cheyenne Ave., Suite 170-109  
 Las Vegas, NV 89129  
 Email: matthew.knepper@knepperclark.com  
 Email: miles.clark@knepperclark.com  
 Email: shaina.plaksin@knepperclark.com

David H. Krieger, Esq.  
 Nevada Bar No. 9086  
**HAINES & KRIEGER, LLC**  
 8985 S. Eastern Avenue, Suite 350  
 Henderson, NV 89123  
 dkrieger@hainesandkrieger.com

*Counsel for Plaintiff***NAYLOR & BRASTER**/s/ Andrew J. Sharples

Jennifer L. Braster, Esq.  
 Nevada Bar No. 9982  
 Andrew J. Sharples, Esq.  
 Nevada Bar No. 12866  
 1050 Indigo Drive, Suite 200  
 Las Vegas, NV 89145  
 Email: jbraster@nblawnv.com  
 Email: asharples@nblawnv.com

*Counsel for Defendant*  
*Experian Information Solutions, Inc.*

**LEWIS BRISBOIS BISGAARD & SMITH**/s/ Jason Revzin

Jason Revzin, Esq.  
 Nevada Bar No. 8629  
 6385 S. Rainbow Blvd., Suite 600  
 Las Vegas, NV 89118  
 Email: jason.revzin@lewisbrisbois.com

*Counsel for Defendant Trans Union LLC***SNELL & WILMER LLP**/s/ Kelly H. Dove

Kelly H. Dove, Esq.  
 Nevada Bar No. 6103  
 3883 Howard Hughes Pkwy.  
 Las Vegas, NV 89169  
 Email: kdove@swlaw.com

*Counsel for Defendant Wells Fargo Bank,  
 N.A., (incorrectly sued as Wells Fargo Dealer  
 Services)*

*Castronova v. Credit One Bank et al*  
*Case No. 2:18-cv-01786-RFB-PAL*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER GRANTING**  
**STIPULATED PROTECTIVE ORDER**

**IT IS SO ORDERED that the Stipulated Protective Order (ECF No. 30) is GRANTED.**

Dated: November 14, 2018

  
UNITED STATES MAGISTRATE JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**DECLARATION OF COMPLIANCE**

*Castronova v. Credit One Bank et al*  
**United States District Court, District of Nevada**  
**Case No. 2:18-cv-01786-RFB-PAL**

I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4 I have received a copy of the Stipulated Protective Order entered in this action on \_\_\_\_\_, 20\_\_\_\_.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

///



10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action. I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018 at \_\_\_\_\_.

## QUALIFIED PERSON